TELEGRAPH COMPANIES—MENTAL ANGUISH—SEC. 1294i (10), VA. CODE 1904.—The question as to whether damages can be recovered for mental anguish caused by the failure to deliver a telegram has been, no doubt, before nearly every appellate court in the last few years, and, with few exceptions, has been uniformly answered in the negative. In the case of *Green* v. *Western Union Tel. Co.*, 49 S. E. 165, the Supreme Court of North Carolina joins the minority, and holds that damages under such circumstances may be recovered. In the case before the court the plaintiff, a girl of 16, arrived in a strange city at midnight, and found no one to meet her, because of the non-delivery of the telegram. Judge Douglas carefully considers and answers the statement made by the telegraph company that to permit a recovery in such a case would let down the bars to all sorts of actions for mental anguish as the alleged result of any disappointment, annoyance, or unnecessary alarm occasioned by a delayed telegram.

In *Connelly* v. *Western Union Tel. Co.*, 100 Va. 51, 40 S. E. 618, 56 L. R. A. 663, 93 Am. St. Rep. 919, our Supreme Court in construing the Virginia statute (substantially the same as sec. 1294i (10) Va. Code 1904), takes the negative view. See 10 Va. Law Reg. 829.

SPECIFIC PERFORMANCE—CONTRACT TO MAKE WILL—NATURE OF PROOF REQUIRED.—In *Rosenwald* v. *Middlebrook*, decided by the Supreme Court of Missouri in March, 1905 (86 S. W. 200), the following is from the syllabus:

"1. In a suit to compel specific performance of a parol contract to will to the plaintiff all decedent's property in consideration of services to be rendered by the plaintiff, it must appear that the contract was in fact made, by proof so cogent, clear and forcible as to leave no reasonable doubt in the mind of the chancellor of its terms and character, that such contract was made on a valuable consideration, and that a fraud will be perpetrated on the plaintiff unless the contract is specifically enforced; and that the proof shall satisfy the chancellor that the acts performed by plaintiff referred to and resulted from the contract, and were such as would not have been done but for the existence of the contract, and with a view to its performance.

4. Testimony as to declaration and admissions of a person since deceased, offered to prove the existence of a parol contract with deceased, is not looked on with favor by the courts.

5. In a suit to compel specific performance of an oral contract with a person since deceased, though the absence of any written instrument is not to be considered as furnishing any reason for doubt in the mind of the chancellor as to the existence of an oral contract, yet the absence of proof of any valid reason why the evidence of the contract was not preserved, under circumstances warranting the inference that plaintiff could have disclosed the reason, is a fact that may properly be considered."

EVIDENCE—DEFINITION OF "PAPERS READ IN EVIDENCE"—X-RAY PHOTOGRAPH.—In *Chicago & J. Electric R. Co.* v. *Spence*, 72 N. E. 796, which was a personal injury case, an X-ray photograph was admitted in evidence, and the expert who made it testified that he had taken and developed the negative,

and that it was an accurate and correct representation. Another X-ray expert, called by the opposition, expressed the opinion that the picture was of little or no value. The point was made that it was error to allow the jury to take the skiograph or X-ray picture with them when they retired to consider their verdict. The law in Illinois permits "papers read in evidence, other than depositions," to be carried by the jury into the jury room. The court holds that skiographs produced in evidence in a trial before a jury are "read" in evidence, within the definition of the word "read," as given by Webster, viz., to discover or undertand by characters, marks, features, etc; to gather the meaning of by inspection; to learn by observation.

ELECTIONS—STATUS OF CONTESTING CANDIDATE AT A VOID ELECTION—SEC. 145A, VA. CODE 1904.—In the case of *Nelson* v. *Sneed*, 83 S. W. 786, a bill in equity to contest an election alleged that the contestant was in fact elected, and the election returns were false and procured by corrupt practices, rendering the election in certain districts void, and requiring the returns therefrom to be disregarded. The Supreme Court of Tennessee holds, in the first place, that the suit must be considered as one by the contestant, brought in his own right, to recover the office. It is then held that because of the irregularities alleged in the bill no valid election was held, and, this being the case, the contestant was not entitled to the office. The court then points out that the statute provides that a suit by a citizen to have an election declared void must be brought within twenty days after the election. The net result of these holdings appears to be that in spite of the void election the other candidate retains the office.

Quaere, as to the effect of the Barksdale Pure Election Law (Sec. 145a, Va. Code 1904), which declares in effect that if it is alleged in a contest and is proven that the provisions thereof have been violated by the contestee, or his friends, "then said election shall be declared void, unless it also appears that the contestant is entitled to the office for which he is contesting."

PERSONAL INJURY—CONTRACTS RELEASING EMPLOYERS FROM LIABILITY FOR INJURIES.—The Supreme Court of New York, in *Johnson* v. *Fargo*, 90 New York Supplement, 725, declares the usual contract releasing an employer from liability for injuries which may befall the employee to be void as against the public policy. It is stated that contracts breaking down the common-law liability, and relieving persons from just penalties for their negligent and improper conduct, are not favored by the law, and will not be given an enforcement beyond that demanded by their strict construction. The court distinguishes the case from the *Express Company Cases*, 20 Sup. Ct. R. 385, and points out at some length the evils which would result from upholding such a contract. This is the first case involving this class of agreements which has been passed upon by the appellate courts of New York.

CONTRACTS FOR INDEFINITE TERM—RIGHT TO TERMINATE—In the case of *Hickey* v. *Kiam*, 83 S. W. 716 the court passes upon a contract made by a letter and accepted by a telegram, in which a position was offered at a certain salary,